Stinson Beach Community Center, Inc.

STINSON BEACH, CALIFORNIA 94970

October 21, 1989

CONFIDENTIAL

Johnson, Fort, Meissner & Joseph
Attn. W. Morgan Johnson
1555 River Park Drive, Suite 108
Sacramento CA 95815

Dear Mr. Johnson:

Re: Stinson Beach Community Center Use

Some concern has been expressed as to the uses to which our Community Center may be used and not violate its deed restrictions. Some background may be helpful:

The property was donated to the four existing community organizations for community use some 40 years ago by members of the Stinson family. Two members of each of the then existing organizations were elected to form a Board of Directors to determine the uses of the property.

The member organizations held fund raisers and the community donated labor to build three structures: a community center, a fire house, and a non-denominational chapel.

While one of the restrictions is that liquor may not be sold on the site, apparently it has been (with the knowledge of the of at least one of the donors).

Recently the last of the donors passed away, leaving her estate to various charities. While we are not certain, we believe there may be heirs of the other donors.

It is the belief of our Board that no alcohol may be sold, or the site used for any profit making endeavor (unless one of the member organizations sponsors it and receives 15% of the gross receipts).

Would you please review the enclosed deed and 1987 Rent Schedule (which is also the current "Rules for Community Center Use") and render opinions on the following:

Are we correct in our beliefs pertaining to the uses of the Center?

Should there be a concern as to past uses violating the deed restrictions?

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If there is concern, how might the Board protect against loss of the property?

And finally, is there a method by which the Board might pursue clear title to the property, alleviating any fears of its loss to future generation?

Your attention to these matters would be appreciated.

Very sincerely,

Shelby Patterson
President

SP:rr

enc: Deed (copy)
Rent Schedule

COPY

LAW OFFICE OF
JOHNSON, FORT, MEISSNER & JOSEPH
1555 RIVER PARK DRIVE, SUITE 108
SACRAMENTO, CALIFORNIA 95815

W. MORGAN JOHNSON, INC.
ROBERT O. FORT
JOHN J. MEISSNER, JR.
IRVING B. JOSEPH

TELEPHONE
(916) 920-5983
FACSIMILE
(916) 920-9379

November 28, 1989

Shelby Patterson Smith
STINSON BEACH COMMUNITY CENTER
Stinson Beach, CA 94970

CONFIDENTIAL

Re: Stinson Beach Community Center Use

Dear Mrs. Smith:

I reviewed your letter dated October 21, 1989 addressed to Mr. Johnson as well as the Deed and other items enclosed. I also spoke with Mr. Richard Reasoner on November 22, 1989 concerning the various issues you raised and have the following comments:

Interpretation of the Deed restriction concerning alcohol will take into account the original intent of the donors as evidenced by statements they may have made, their conduct, including waiver of the provisions or consent to the activities conducted by the Center as well as testimony from third parties as to the donor's intent. If we were to petition a court for declaratory relief determining the rights of the parties, it is probable there would be testimony on both sides of the issue as to the probable interpretation of the Deed restriction. It is also likely the court would require notification of heirs of the donors on the grounds that they should be joined as parties to the declaratory relief action since they are the beneficiaries of any reversion.

It is probably not advisable to seek a court determination since the Deed itself is subject to multiple interpretations. The first clause of paragraph (3) restricts use of the premises as a "store, saloon, grocery or mercantile business" which are all commercial activities and could be construed as limiting the restriction on liquor to such commercial activities. On the other hand, Paragraph (3) could be read more narrowly and bar any use of liquor on the premises.

By its terms, Paragraph (3) restricts only liquor that is "manufactured, sold, exchanged, bartered, or dealt in, upon the above described real property, ...". The phrase "dealt in" might be interpreted in the same transactional sense as a sale, exchange, or barter. In that case, if the Center did not actually sell liquor for compensation, the restriction would not be violated.

Many charitable functions involve consumption of liquor without direct sales of drinks. For example, sale of tickets which are

Peter Mitchell

COPY

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donations

used for drinks. "Hosted" functions clearly do not involve compensation for liquor. A package price including liquor would also not directly involve sale of liquor. It could at least be argued that these circumstances are outside the scope of the Deed restriction.

You might also discuss with the ABC their requirements for social functions. I am not familiar with those regulations however I understand that certain prescribed ways of handling liquor at social or charitable activities is required to avoid a license requirement. If an activity were exempted from ABC licensing because of the manner in which the activity was conducted, you might use that as a point of distinction from the commercial activities referred to in the Deed.

SD

There are some related issues which I reviewed with Mr. Reasoner. The Deed is not clear whether the reversion applies to the underlying land only or whether it also includes the buildings and improvements on the premises. For example, at Paragraph (1) there is reference to buildings or structures being erected upon the premises. That distinction is consistent throughout the Deed. The reversionary clause itself refers only to the premises without mentioning any buildings or improvements on the premises. The distinction may be valid since the donors gave only land and it has been the community center that subsequently developed the improvements. Such a distinction might make it difficult for the heirs to cause reversion of the property since there would be the related issue of compensation for the improvements.

Mr. Reasoner asked about director liability related to these issues. Directors are bound by the reasonable business judgment rule. Even if there was a reasonable basis for the directors to form an opinion that the Center was not violating the Deed restriction, an heir of the donors could certainly allege violation of the business judgment rule. In that case, the directors and Corporation would be exposed to the cost of defense. There is insurance for directorship activities which should cover this type of exposure.

Indemnification for Directors

The heirs of the donors are not the only group that may have standing to challenge the community center uses of the premises. Charitable contributions to the Center for development of improvements can be viewed as creating a charitable trust to use such donations and carry out the functions of the Center in a proper manner. In such a case, the members of the community who have donated to the Center could be viewed as having standing to challenge the proper uses of the Center as they relate to the Deed

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restriction.

Mr. Reasoner mentioned the Center pays real estate tax and personal property tax. The Center should consider filing an application under the welfare exemption to be exempt from payment of real property taxes and personal property taxes.

With regard to recommendations, the most prudent course would be to bar consumption of alcohol on the premises. There is significant risk that the donor's true interest was to bar all use of liquor on the premises. If prohibition is not feasible, then you should at lease follow the approach of ticket sales, hosted functions or package prices as mentioned above.

Please call me if you wish to review these matters further.

Very truly yours,

JOHNSON, FORT, MEISSNER, & JOSEPH

BY: J. J. Meissner

JOHN J. MEISSNER, JR.

JJM:skh

cc: Richard A. Reasoner

LAW OFFICES
TESLER & SANDMANN

PETER B. SANDMANN
A PROFESSIONAL CORPORATION

PAULINE H. TESLER
CERTIFIED FAMILY LAW SPECIALIST

CAROL ANNE BELCHER

PLEASE REPLY TO:
☐ SAN FRANCISCO OFFICE
☒ MILL VALLEY OFFICE

November 5, 1991

Suzanne Duerden
Stinson Beach Community Center
P.O. Box 158
Stinson Beach, CA 94970

Dear Suzanne:

Enclosed is the completed Lease Agreement for the firehouse. This is the Agreement as approved by the fire commissioners at their last meeting. I hope it will be acceptable to the community center.

I have enclosed two copies so that one can be kept by you and one can be executed and returned to us. Please let me know if there are any problems or difficulties with this.

Sincerely,

Peter B. Sandmann

PBS/ymp

Enclosures

2/pbs/sbcommun.ctr/duerden.ltr

SAN FRANCISCO OFFICE: 909 MONTGOMERY STREET, SUITE 500, SAN FRANCISCO, CA 94133
TELEPHONE: (415) 781-5600 FACSIMILE: (415) 781-4224

MILL VALLEY OFFICE: 16 BUENA VISTA AVENUE, MILL VALLEY, CA 94941
TELEPHONE: (415) 383-5600 FACSIMILE: (415) 383-5675

MEMORANDUM OF UNDERSTANDING

Stinson Beach County Water District &
Stinson Beach Community Center, Inc.

WHEREAS the Stinson Beach County Water District (District) on behalf of the community of Stinson Beach has agreed to serve as the special district grant applicant for State of California (State) funds to acquire the Village Green community park site, and,

WHEREAS the Stinson Beach Community Center, Inc, (SBCC) through the Village Green Committee (VGC), on behalf of the community of Stinson Beach, at the request of the District agrees to retain principal responsibility for the development of the park and oversight of the management and maintenance of the site upon the acquisition of the property,

BE IT RESOLVED that the responsibilities of the District be limited to processing grant fund receipts and disbursements and execution of such documents as are required under the agreement with the State for acquisition and development of the park property; and that SBCC responsibilities include general management, development and maintenance of the park site; interaction with other funding agencies, jurisdictions and governments; short and long-term fund-raising; obligations of the grant applicant under the agreement with the State excluding those functions which legally must be performed by the District; and day-to-day coordination and cooperation with the District in carrying out its responsibilities according to the Memorandum of Understanding.

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PRESIDENT, STINSON BEACH COUNTY WATER DISTRICT DATE

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PRESIDENT, STINSON BEACH COMMUNITY CENTER, INC. DATE

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 1992, by and between the STINSON BEACH COUNTY WATER DISTRICT ("District") and STINSON BEACH COMMUNITY CENTER, INC. ("SBCC"), with reference to the following facts:

A. At the request of the Village Green Committee ("VGC") of the Stinson Beach Village Association ("SBVA"), District agreed to serve as the nominal applicant to apply for State of California grant funds for the purchase of that certain parcel of real property located in the County of Marin at the southwest corner of Highway 1 and Calle Del Mar, being A.P. No. 195-194-01, (the "property") to be used as the site of a community park. District further agreed to take title to the property upon its purchase.

B. In consideration for District's said agreement to participate in acquisition of the property, the VGC of the SBVA agreed to assume total responsibility for development and maintenance of a park on the property, and further agreed that District would have no responsibility for such matters. Subsequently, the SBCC, as the umbrella community organization of which SBVA is a part, agreed to assume responsibility for the development, maintenance and general management of the park site.

C. The parties (District and SBCC) now wish to set forth in writing their agreement concerning their respective rights, duties, and liabilities with regard to the property.

D. This Agreement is subject to the approval of the granting agency, the State of California Department of Parks and Recreation, pursuant to Public Resources Code Section 5919(a)(1).

NOW, THEREFORE, DISTRICT AND SBCC DO HEREBY AGREE AS FOLLOWS:

1. District shall be responsible for the processing of State grant funds, and for the execution of required documents in connection with the State grant for acquisition of the property. Other obligations of the grant applicant/recipient shall be performed by SBCC, unless they are functions which the District itself legally must perform.

2. SBCC shall be responsible for the development, improvement, and maintenance of the property as a community park. SBCC shall submit its plans for improvement of the property to the District for review and comment prior to application for development permits. SBCC shall be responsible for obtaining any necessary governmental permits and environmental studies; for any other necessary interactions with federal, state and/or local governmental or funding agencies; and for short and long-term fund raising activities.

3. All State grant funds received by District shall be applied to the acquisition, design, development, construction, maintenance, repair, and/or operation of the property, the park and its facilities, and any related costs, provided that District shall have no monetary obligation for such costs beyond use of such funds. SBCC agrees to and shall indemnify, including payment of reasonable attorney's fees, and hold harmless District and its officials, employees, and agents, from any such costs which may be incurred in excess of the State grant funds received by the District.

4. Commencing immediately upon acquisition of title to the property by District, SBCC will be solely responsible for all management and maintenance of the property. In conjunction with preparation of a development plan for the property, SBCC shall develop a coordinated program of management and maintenance of the park, its structures, landscaping and other facilities. SBCC shall submit its plan for management and maintenance to the District for review and comment prior to application for development permits.

5. SBCC agrees to and shall indemnify and hold harmless District and its officials, employees, and agents from any and all liabilities, judgments, or losses arising from any suits, actions or claims brought on account of any injuries or damage to persons(s), entities or property, related to or arising out of the acquisition, installation, maintenance, repair, operation or use of the property or any of its facilities, with the exception of those liabilities, judgments or losses arising from failure of the District to perform those obligations legally required under the Project Agreement with the State of California, dated September 15, 1990, or from failure of the District to perform its obligations under this Agreement. Transfer of title to the community park property by the Stinson Beach County water District to another qualified public entity shall not constitute a failure of performance. SBCC shall further defend

District in connection with any such actions, and hold District harmless from any costs and/or attorney's fees incurred by reason of such actions as described above.

6. Concurrently with District's acquisition of title to the property, SBCC shall obtain and maintain in force a policy of public liability insurance in an amount and form acceptable to the District, and naming the District as an additional insured. District shall be notified in writing prior to cancellation of any such policy. District shall have the right, once every three years, to require SBCC to increase the amount of coverage provided under such policy by such reasonable minimal amount required to insure that the District is adequately protected by such policy.

7. Should any party bring suit to enforce the terms of this Agreement, the prevailing party therein shall be entitled to an award of costs and expenses of suit, including reasonable attorneys fees, incurred therein.

8. This Agreement shall be binding on the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, District and SBCC have executed this Agreement on the day and year first set forth above.

STINSON BEACH COUNTY WATER DISTRICT

BY_____

STINSON BEACH COMMUNITY CENTER, INC.

BY Suzanne K. Duerden, President

APPROVED BY STATE OF CALIFORNIA,
DEPARTMENT OF PARKS AND RECREATION

BY_____

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address):	TELEPHONE NO.:	FOR COURT USE ONLY
KIM MAROIS, Esq. - State Bar No. 71821 Law Ofcs. of Kim Marois 1101 College Ave. #250 Santa Rosa, CA 95404 ATTORNEY FOR (Name): Co-Executors	707/ 545-5500	**FILED** JUL 20 1994 HOWARD HANSON MARIN COUNTY CLERK BY: D. ROSS, DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIN STREET ADDRESS: Hall of Justice, Civic Ctr. Dr. MAILING ADDRESS: P.O. Box E CITY AND ZIP CODE: San Rafael, CA 94913 BRANCH NAME:		
ESTATE OF (NAME): ALFRED P. GALES DECEDENT		
NOTICE OF HEARING (Probate)		CASE NUMBER: 37230

This notice is required by law. This notice does not require you to appear in court, but you may attend the hearing if you wish.

1. NOTICE is given that *(name)*: SUZANNE CUTTS RITCHIE & NANCY McCARTHY

   (representative capacity, if any): Co-Executors

   has filed *(specify)*:*

   SECOND AND FINAL ACCOUNT AND REPORT OF COEXECUTORS AND PETITION FOR: 1. APPROVAL OF ACCOUNT AND REPORT; 2. DETERMINATION OF "WORTHLESS SECURITIES" AND NON-PRORATA DISTRIBUTION THEREOF; 3. ALLOWANCE OF ORDINARY EXECUTOR'S COMMISSION WITH EQUAL DIVISION BETWEEN COEXECUTORS; 4. ALLOWANCE OF EXTRAORDINARY EXECUTOR'S COMPENSATION WITH EQUAL IVISION BETWEEN COEXECUTORS; 5. REIMBURSEMENT OF COSTS ADVANCED BY COEXECUTORS; 6. ALLOWANCE OF ORDINARY AND EXTRAORDINARY ATTORNEY'S FEES AND COSTS; 7. AUTHORIZATION TO WITHHOLD $10,000 FOR CLOSING COSTS; AND 8. FINAL DISTRIBUTION

2. You may refer to the filed documents for further particulars. *(All of the case documents filed with the court are available for examination in the case file kept by the court clerk.)*

3. A HEARING on the matter will be held as follows:

   Date: AUG 15 1994 Time: 9AM Dept.: X2 Room: B
   Address of court [XX] shown above [ ] is:

KIM MAROIS
(TYPE OR PRINT NAME)

[XX] Attorney or party — Kim Marois 7/14/94
(SIGNATURE)

Date: JUL 20 1994

[ ] Clerk, by HOWARD HANSON ROSS, Deputy

4. This notice was mailed on *(date)*: July 25, 1994 at *(place)*: Santa Rosa, CA

(Continued on reverse)

* Do not use this form to give notice of hearing of the petition for administration *(see Probate Code, § 8100)*.

OF (NAME):
ALFRED P. GALES
DECEDENT

CASE NUMBER:
37230

CLERK'S CERTIFICATE OF ☐ POSTING ☐ MAILING

certify that I am not a party to this cause and that a copy of the foregoing Notice of Hearing (Probate)
- ☐ was posted at *(address)*:

on *(date)*:
- ☐ was served on each person named below. Each notice was enclosed in an envelope with postage fully prepaid. Each envelope was addressed to a person whose name and address is given below, sealed, and deposited with the United States Postal Service at *(place)*: , California,
on *(date)*:

Date:

Clerk, by _____, Deputy

PROOF OF SERVICE BY MAIL

- I am over the age of 18 and not a party to this cause. I am a resident of or employed in the county where the mailing occurred.
- My residence or business address is *(specify)*: 1101 College Ave. #250
Santa Rosa, CA 95404
- I served the foregoing Notice of Hearing (Probate) on each person named below by enclosing a copy in an envelope addressed as shown below AND
  a. ☐ depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
  b. ☒ placing the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
- a. Date mailed: July 25, 1994 b. Place mailed *(city, state)*: Santa Rosa, CA
- ☐ I served with the *Notice of Hearing (Probate)* a copy of the petition or other document referred to in the notice.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

ate: July 25, 1994

.....SHEILA L. GILLIS.....
(TYPE OR PRINT NAME)

Sheila L Gillis
(SIGNATURE OF DECLARANT)

NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED

See attached 2 page list

YEAR **1993**

California Exempt Organization Annual Information Statement or Return

FORM **199**

For calendar or fiscal year beginning MONTH DAY YEAR 1993, and ending MONTH DAY YEAR

Attach Preaddressed Label or See Instructions

California corporation number

F.E.I.N. 94-6089843

Corporation/Organization name
D-0216714 SB9CC L 12
STINSON BEACH COMMUNITY CENTER

PO BX 158
STINSON BCH CA 94970

ZIP code

A Final return?
☐ Dissolved ☐ Withdrawn ☐ Merged/Reorganized (attach explanation)
If a box is checked, enter date

B Check forms filed this year: State: ☐ 109 ☐ 100 ☐ 100S
Federal: ☐ 990 ☑ 900EZ ☐ 990T ☐ 990PF ☐ 1041 ☐ 1120H ☐ 1120

C If organization is exempt under R&TC Section 23701d and is a school, public charity, religious organization or is controlled by a religious organization, check box. **See General Instruction F. No filing fee is required.** • ☐

Part I **Complete Part I unless not required to file this form. See General Instructions B and C.**

Receipts and Revenues	1 Gross sales or receipts from other sources. From Side 2, Part II, line 8 ~~Excluding Line 223~~		1	27,687
	2 Gross dues and assessments from members and affiliates		2	1,200
	3 Gross contributions, gifts, grants, and similar amounts received. See instructions page 2		3	7,390
	4 Total gross receipts for filing requirement test. Add line 1 through line 3. **This line must be completed.** If the result is less than $25,000, see General Instruction C •		4	36,277
	5 Cost of goods sold	5		
	6 Cost or other basis and sales expenses of assets sold	6		
	7 Total costs. Add line 5 and line 6		7	
	8 Total gross income. Subtract line 7 from line 4		8	36,277
Expenses	9 Total expenses and disbursements. From Side 2, Part II, line 18 ~~Including Depreciation~~		9	45,369
	10 Excess of receipts over expenses and disbursements. Subtract line 9 from line 8		10	(9,093)
Filing Fee	11 Filing fee $10 or $25. See General Instruction F		11	10
	12 Penalty for failure to file on time. See General Instruction L		12	
	13 Balance due. Add line 11 and line 12		13	10

14 If exempt under R&TC Section 23701d, has the organization during the year: (1) participated in any political campaign, or (2) attempted to influence legislation or any ballot measure, or (3) made an election under R&TC Section 23704.5 (relating to lobbying by public charities)? If "yes," complete and attach form FTB 3509 ☐ Yes ☐ No

15 Did the organization have any changes in its activities, governing instrument, articles of incorporation or bylaws that have not been reported to the Franchise Tax Board? If "Yes," complete an explanation and attach copies of revised documents ☐ Yes ☑ No

16 Is the organization exempt under R&TC Section 23701g? ☐ Yes ☑ No
If "yes," enter amount of gross receipts from nonmember sources $

17 Did the organization file Form 100, Form 100S or Form 109 to report taxable income? ☐ Yes ☑ No
If "yes," enter amount of total income reported $

18 Is this a group return filed on behalf of affiliated organizations? See General Instruction M ☐ Yes ☑ No

19 The books are in care of MARY PAGLIUSO Daytime telephone (415) 868-0828

located at P.O. Box 453, Stinson Beach, CA 94970-0453

Please Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

✓ Signature of officer Date ✓ Title Daytime telephone

Paid Preparer's Use Only

Preparer's signature ▶ William C. Smith Date 5/11/94 Check if self-employed ☑ Preparer's social security no. 516 34 6752

Firm's name (or yours, if self-employed) and address ▶ William C. Smith, 120 Malkein Drive, Cotati, CA 94931 F.E.I.N.

Daytime telephone (707) 664-9080

Part II Organizations with gross receipts of more than $25,000 and private foundations regardless of amount of gross receipts — complete Part II or furnish substitute information. See Specific Line Instructions.

Receipts from Other Sources	1 Gross sales or receipts from all business activities. See instructions page 3	1	
	2 Interest	2	574
	3 Dividends	3	
	4 Gross rents	4	20,038
	5 Gross royalties	5	
	6 Gross amount received from sale of assets	6	
	7 Other income. Attach schedule DUES, FUNDRAISER, DONATIONS, MISC REFUNDS ON INSUR.	7	15,662
	8 **Total** gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	8	36,274
Expenses and Disbursements	9 Contributions, gifts, grants, and similar amounts paid. Attach schedule	9	
	10 Disbursements to or for members	10	
	11 Compensation of officers, directors and trustees. Attach schedule	11	
	12 Other salaries and wages	12	1,960.
	13 Interest	13	
	14 Taxes	14	1,707
	15 Rents	15	
	16 Depreciation and depletion	16	15,527
	17 Other. Attach schedule MAINT. 4,944; INS. 1,739; UTIL. 1,543; SUPPLIES/OFF. EXP. 3,704;	17	26,035
	18 **Total** expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	18	45,369

Schedule L Balance Sheets

	Beginning of income year (a)	(b)	End of income year (c)	(d)
Assets				
1 Cash		14,572		24,560.
2 Net accounts receivable				
3 Net notes receivable. Attach schedule				
4 Inventories				
5 Federal and state government obligations				
6 Investments in other bonds. Attach schedule				
7 Investments in stock. Attach schedule				
8 Mortgage loans (number of loans ____)				
9 Other investments. Attach schedule				
10 a Depreciable assets				
b Less accumulated depreciation	( )	206,056	( )	191,973
11 Land				
12 Other assets. Attach schedule				
13 Total assets		225,628		216,533
Liabilities and net worth				
14 Accounts payable				
15 Contributions, gifts, grants payable				
16 Bonds and notes payable. Attach schedule				
17 Mortgages payable				
18 Other liabilities. Attach schedule				
19 Capital stock or principle fund				
20 Paid-in or capital surplus. Attach reconciliation				
21 Retained earnings or income fund		225,628.		216,533
22 Total liabilities and net worth		225,628		216,533

Schedule M-1 Reconciliation of income per books with income per return
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than $25,000.

1 Net income per books	$4,991.00	7 Income recorded on books this year not included in this return. Attach schedule	
2 Federal income tax		8 Deductions in this return not charged against book income this year. Attach schedule Depr./Misc.	14,056.00
3 Excess of capital losses over capital gains		9 Total. Add line 7 and line 8	14,056.00
4 Income not recorded on books this year. Attach schedule		10 Net income per return. Subtract line 9 from line 6	$(9,065.00)
5 Expenses recorded on books this year not deducted in this return. Attach schedule			
6 Total. Add line 1 through line 5	$4,991.00		

Side 2 Form 199 1993

93 23433

FORM **CT – 2** (REV. 6-92)
MAIL TO:
Registry of Charitable Trusts
P.O. Box 903447
Sacramento, CA 94203-4470
Telephone (916) 445-2021

PERIODIC REPORT

TO ATTORNEY GENERAL OF CALIFORNIA
Section 12586, California Government Code

Failure to file this report by the 15th day of the fifth month after the close of your accounting period may result in the loss of your tax exemption and the assessment of a minimum tax of $800 plus interest.

ACCOUNTING PERIOD — For the Year Beginning _____, 19___ and Ending December 31, 1993

If address changed check here . . . ▶ ☐ and show changes below ▼

State Charity registration number CT 46097

46097 YEAR ENDED DEC 31,1993 L

STINSON BEACH COMMUNITY CENTER
P O BOX 158
STINSON BEACH CA 94970

Corporate or Organization No. _____

	Yes	No
A. Is the organization exempt from federal income tax?	✓	
B. If "no", is this entity a split-interest trust? If "no", attach explanation; see instructions.		

PART I FILING REQUIREMENTS: CHECK ONE BOX AND ATTACH THE REQUIRED IRS FORMS

☑ This entity is **not** a private foundation. **We have attached** a completed copy of IRS Form 990 or 990EZ, and Schedule A (Form 990) and related attachments (even though we may not be required to file these uniform forms with the IRS). Omit Part III below. *

☐ This entity is a private foundation. **We have attached** a completed copy of IRS Form 990-PF and related attachments. Complete all Parts below.

PART IA ACTIVITIES	Yes	No
Gross receipts $ 36,274. Total assets $ 216,533.		
Are the program activities of this entity limited solely to grantmaking?		✓

PART II STATEMENTS REGARDING THIS ORGANIZATION DURING THE PERIOD OF THIS REPORT		Yes	No
1 Was 50% or more of your total revenue from government agencies? (See line 1 instructions)	1		✓
If "yes", attach a schedule showing the agency(s) name, address, purpose of the grant or payments and the amounts. List only two different government agencies that provide the largest amounts.			
2 Were you audited by any government agency which resulted in audit exceptions in excess of $50,000 being taken?	2		✓
If "yes", attach a copy of the audit report(s), and enter here the total amount involved 2a $ _____			
3 Did or will an independent public accountant issue a report on your financial statements?	3		✓
If "yes", enter here: Accountant's Name _____ Telephone ( ) _____			
4 Is any of your property held in the name of or commingled with the property of any other organization or person, **other than** pooled investment funds?	4		✓
If "yes", attach justification, including value of assets commingled.			
5 Were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or with an entity in which any such officer, director or trustee had any financial interest?	5		✓
If "yes", attach a detailed explanation and enter here the total amount involved 5a $ _____			
6 Did you donate anything to an **organization** that is **not** tax-exempt under Section 501 (c) (3) or 501 (c) (4) of the IRC?	6		✓
If "yes", attach explanation and enter here the fair market value of the donation 6a $ _____			
7 Did this organization regularly solicit salvage, sell salvage in a thrift store, or was it a party to a contract involving the solicitation or sale of salvage? If "yes", include amounts on Form 990, line 10.	7		✓
8 Were you or any of your officers, directors or trustees a party to any court action in which there was an alleged breach of trust? If "yes", attach explanation.	8		✓
9 Were any organization funds used to pay any penalty, fine or judgment?	9		✓
If "yes", attach an explanation and enter here the total amount involved 9a $ _____			

* - IRS FORM 990EZ NOT YET AVAILABLE. A COPY WILL BE SUBMITTED WHEN IRS MAKES FORM AVAILABLE.

Under penalties of perjury, I declare that I have examined this report, including accompanying documents, schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of authorized officer (See instructions)	Printed Name	Title	Date
✓	✓	—	✓

		Yes	No
10	Did you receive $10,000 or more in direct public support (Form 990, line 1 (a) or included in Form 990-PF, Part I, line 1)?		✓
	If "yes", enter the following amounts:		
	(a) Support from the general public, contributions from individuals **10a** _____		
	(b) Foundation and trust grants, gifts, contributions **10b** _____		
	(c) Corporate and other business grants, gifts, contributions **10c** _____		
	(d) Bequests from wills and estates **10d** _____		
	(e) **Total direct public support** (add lines a through d. Should equal Form 990, line 1(a)) **10e** _____		
11	Did you contract with or use the services of an independent professional fundraiser-consultant? If "yes", complete Part IV (Form CT-2).		✓
12	Did your invested assets total $50,000 or more? If "yes", complete Part V (Form CT-2) (See line 12 instructions)		✓
13	Did you receive any income from any bingo game?		✓
	If "yes", enter here and on Form 990, line 9a, the gross receipts obtained from the bingo games before deductions for costs or prizes, whether or not all gross receipts were received by your organization. **13a $** _____		
14	Employee compensation of the five highest paid employees:		
	(a) Did any individual employee receive salary plus employer contribution to employee benefit plans, expense account or other allowance in excess of $100,000? **14a**		✓
	(b) Other than salary, was compensation, bonuses or other benefits not listed in (a) above of $10,000, or more, paid any employee? **14b**		✓
	(c) Did any employee receive the benefit of a residence for personal use which was owned or leased by the organization? **14c**		✓
	(d) Did the organization lease, rent or purchase any equipment, property, or facility to or from an employee or any business entity in which the employee had any financial interest? **14d**		✓
	If "yes", enter here the total amount involved **14d $** _____		
	(e) Did the organization make any loans in excess of $5,000 to any employee? **14e**		✓
	If any of questions 14(a), (b), (c), (d), or (e) are answered "yes", attach specific details to fully explain any "yes" response and fully complete Part I, Schedule A (Form 990).		
15	Did you make payments totalling over $10,000 to any independent consultants or contractors **other than** for (a) fundraising, (b) accounting, (c) legal fees, (d) investment fees? **15**		✓
	If "yes", attach a fully completed schedule, like Part II of Schedule A (Form 990) for the five highest paid regardless of the amounts. Enter here the total of all payments to all independent contractors. **15a $** _____		

16 If you incurred or paid any of the following taxes and/or related penalties, enter the amounts in the blanks provided.

	Tax	Penalty
a Payroll (employer's portion of both federal and state) **16a**		
b Sales (on items you sold) **16b**		
c Personal Property **16c**		
d Real Estate **16d**	1,892.	
e Unrelated Business Income **16e**		

	Yes	No
17 Were you named as a beneficiary to receive a portion of commercial transactions (commercial co-ventures, joint venture marketing, or cause-related marketing)?		✓
If "yes", enter here the gross amount received **17a $** _____		

(18–30 not currently in use)

PART III ADDITIONAL INFORMATION FROM PRIVATE FOUNDATIONS ONLY

	Yes	No
31 Did you file a Form 4720 with the Internal Revenue Service? 31		
If "yes", attach a copy of Form 4720 and enter here the amount of total taxes paid with that return 31a		

(32–39 not currently in use)

PART IV INDEPENDENT PROFESSIONAL FUNDRAISER-CONSULTANT (IPF) (SEE QUESTION 11)

	EVENT # 1	EVENT # 2	EVENT # 3 **	TOTAL
40 Brief Description of Campaign, Drive or Event				
41 Date or Period Covered				
42 Name of IPF				
43 Address of IPF				
44 Total Public Donations *			44	
45 All Payments to IPF			45 —	
46 All Other Fund-Raising Expenses			46 —	
7 Net Proceeds (Line 44 Less 45 and 46)			47	

(48–59 not currently in use) * On line 44, do **not** deduct any costs from gross donations.

** **NOTE:** If more than three events, attach a schedule using the same format and include amounts in Part IV totals.

PART V SUMMARY OF INVESTMENTS TOTALING $50,000 OR MORE (SEE QUESTION 12)

60 Securities, beginning of year at cost (990, line 54(A) or 990-PF, Part II, lines 10a-c and 12 column (a)	60	18,026.
61 Securities acquired, at cost or original basis RE-INVESTED INTEREST INCLUDED	61	6,534.
62 Securities sold, at cost or original basis (may include sales expenses)	62	—
63 Securities, end of year at cost (990, line 54(B) or 990-PF, Part II, lines 10a-c and 12 column (b)	63	24,560.
64 Securities, end of year at market value	64	24,560.
65 Sum of all gains on sales during the year	65	000.
66 Sum of all losses on sales during the year	66	— 000.
67 Dividends and interest from securities (990, line 5 or 990-PF, Part I, line 4(A))	67	574.
68 Total return realized (line 65 less line 66, plus line 67)	68	574.
69 Less investment counsel fees	69	—
70 Net return realized from investments in securities (line 68 less line 69)	70	574

Has this organization engaged in, purchased, sold or held during the year:	Yes	No
71 Investments (any type) which produce no current income? 71		✓
72 Investments (any type) worth one half or less of original basis? 72		✓
73 Securities on margin? 73		✓
74 Warrants, puts, calls, options, commodity futures, or short sales? 74		✓
75 Stocks rated "Speculative Grade" by Moody's, or ranked "B–" or lower by Standard & Poor's? 75		✓
76 Securities not publicly traded? 76		✓
77 Municipal bonds or similar tax-exempt securities which yield less than taxable securities? 77		✓
8 Stock in which an officer, director or trustee owns 10% or more of the outstanding shares? 78		✓

If "yes" on any line from 71 through 78, attach a full explanation.

Stinson Beach Community Center, Inc.

Post Office Box 158 • Stinson Beach, CA 94970

July 19, 1994

Law Offices of Kim Marois
1101 College Avenue, #250
Santa Rosa, CA 95404

Re: Estate of Frenchie Gales
Stinson Beach Community Center;
Stinson Beach Village Green

Dear Kim Marois:

Enclosed please find a copy of our non-profit, charitable organization Calif. state tax return for 1993. I did locate a formal I.R.S. document establishing the status of the Stinson Beach Community as a 501(c)(4) tax-exempt organization, which I have also enclosed.

The Stinson Beach Community Center is incorporated as a California non-profit organization. The Village Green, a project of the Community Center, is just now getting into the construction and development stage. Frenchie's generous gift is thus very timely.

If you have any questions please call me at work at the Marin County District Attorneys Office, 415-499-6479.

Sincerely yours,

/S/

Suzanne Duerden, President
S.B.C.C. Board of Directors

File Copy

July 19, 1994

Office of the Secretary of State
1230 "J" Street
Sacramento, CA 95814

Attn: Certification Unit

Re: Stinson Beach Community Center

Dear Sir / Madam:

I am currently president of the Stinson Beach Community Center, Inc. a non-profit/charitable California corporation. The organization 's Articles of Incorporation were filed on May 7, 1947, (Doct. # 216714). Would you kindly send me a "Certificate of Status," with respect to this organization. Enclosed is my check for $6.00, the amount specified in your recorded message.

Thank you for your prompt attention to this request.

Sincerely yours,

Suzanne Duerden, President
Stinson Beach Community Center

FILE COPY

LEASE AGREEMENT

THIS LEASE made and entered into this 1st day of July 1991, by and between the STINSON BEACH COMMUNITY CENTER, INC. hereinafter referred to as LESSOR, and the STINSON BEACH FIRE PROTECTION DISTRICT hereinafter referred to as LESSEE.

1. In consideration of the Mutual covenants and agreements herein contained, the LESSOR does hereby demise and lease unto the LESSEE and the LESSEE does hereby rent from the LESSOR the following described property:

FIREHOUSE-3410 SHORELINE HIGHWAY (PORTION OF ASSESSOR'S PARCEL 195-212-01)

Together with all furniture, equipment and fixtures currently existing on the above-described real property.

2. The term of this lease is for a period commencing on the 1st day of July 1991 and ending on the 30th day of June 2016.

3(a). The rental shall be $250 per month. Said rental payments shall be due and payable in advance on the first (1st) day of each month during the term of the lease, commencing on July 1, 1991. If payment is not received within 15 days of the date due, a 1.5% delinquent fee will be assessed.

3(b). The rental amount payable will be adjusted automatically (i.e., without the necessity of notice) to reflect changes in the Consumer Price Index, All Items, San Francisco-Oakland, published by the United States Bureau of Labor Statistics. The latest published index figure on the effective date of this lease will be the initial base index figure. Comparisons will be made every five years, based on the index figures published for the same month of the five year anniversary as that for which the initial base index figure was published. No adjustments in rent payable will be made unless the change will be at least 15 percent of the previous amount. Every five years, the new index figure will be compared (i) to the index figure that resulted in the most recent adjustment to rent payable or, if no such adjustments have yet been made, (ii) to the initial base index figure. Rent payable will be adjusted upward or downward in the same percentage as the index has increased or decreased over the period, provided the adjustment will be at least 15 percent of the previous amount. Each adjustment will become effective with the payment for the month following the month for which the applicable index figure was prepared. If the Consumer Price Index ceases to be published, a replacement index shall be determined by agreement of the parties.

4. LESSEE shall use the leased premises during the term thereof exclusively for purposes of a fire station, office, and

related activities. LESSEE shall have full right of occupancy and enjoyment to said real property and personal property located thereon during the term of this lease; except that the LESSOR shall have the right to enter on said premises at reasonable times for the purpose of carrying out its obligations under this lease.

5. LESSEE shall be responsible for, and bear the full cost of all interior custodial services and maintenance work, including but not limited to interior and exterior painting, interior plumbing and electrical service. LESSEE accepts the interior plumbing and electrical wiring in an "as is" condition.

6. LESSOR shall maintain the roof surfaces of said building, the exterior and load-bearing walls (not including painting and replacement or maintenance of windows and doors), foundation and exterior water and sewer laterals and major plumbing and electrical systems, and the pavement in front of the leased premises.

7. LESSEE shall bear the full cost of all separately metered utilities and services.

8. LESSEE shall have the right to make any alterations, improvements or additions to the leased premises as in its sole discretion it shall determine, provided however, that any alterations, improvements or additions to the exterior of the premises shall be subject to prior approval by LESSOR, which approval shall not be unreasonably withheld.

9. LESSEE shall not commit waste on the premises demised herein, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use such premises for an unlawful purpose. LESSEE shall conform to all applicable laws and ordinances respecting the use and occupancy of the property leased.

10. LESSEE shall return the buildings, equipment and grounds to the LESSOR at the termination of this lease agreement in as good a condition as when accepted, normal wear and tear excepted.

11. All improvements, additions, appliances, fixtures and all other property of whatsoever nature added to or placed upon the leased premises by LESSEE shall remain the property of the LESSEE.

12. In the event that the demised premises or any part thereof shall be so damaged by fire or other casualty as to be rendered unfit for occupancy by LESSEE, the LESSOR shall restore the same within ninety (90) days thereafter, and LESSEE shall not be obligated to pay any rent for the part of the premises damaged while the same is unfit for use by LESSEE. In the event of LESSOR's failure to restore the building as aforesaid, the LESSEE may, at its option, without prejudice to its other remedies

terminate this lease, and LESSOR shall refund to LESSEE the unearned portion of any rent that may have been paid in advance hereunder. In connection with the foregoing, it is agreed that LESSEE's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy by LESSEE.

13. LESSEE agrees to indemnify, defend and save harmless the LESSOR, its officers, agents, deputies and employees from any loss, damage, cause of action, claims or suits for damages caused by, or arising out of, or in any way connected with the use of said leased premises by LESSEE.

14. LESSOR agrees to maintain general liability insurance in an amount not less than $1,000,000.00 per occurrence and fire and extended coverage insurance in an amount sufficient to cover replacement costs for the leased premises, and to name LESSEE as an additional named insured in such insurance policies. LESSEE shall pay LESSOR twenty-five per cent (25%) of the premium for LESSOR's general liability, fire and extended coverage insurance and twenty-five per cent (25%) of LESSOR's earthquake insurance, if any, which amounts shall be reimbursed to LESSOR within thirty days of LESSOR billing LESSEE for such payments which billing shall not occur earlier than sixty days preceding the date said premiums are due to be paid by LESSOR. LESSOR agrees to take whatever steps may be required such that LESSEE shall be permitted from time to time to purchase and maintain flood insurance covering the leased premises.

15. LESSEE shall not sell, assign or sub-lease the premises or this lease or any part thereof, or any interest therein, in whole or in part without first obtaining the LESSOR's written consent to sell, assign, or sub-lease, which consent shall not be unreasonably withheld. Any such transfer without the written consent of LESSOR shall be deemed a default by LESSEE, entitling the LESSOR to re-enter the premises as herein provided. Notwithstanding this limitation, in the event that the LESSEE is succeeded by a public agency with regard to the delivery of ambulance and/or fire protection services in the Stinson Beach area, this lease may be assigned to such successor agency without the consent of LESSOR.

16. In the event LESSEE defaults in the payment of any amount due and to become due under the terms of this lease or defaults in the performance of any of the terms and conditions hereof, all the LESSEE's rights hereunder are terminated and LESSOR shall become entitled to possession of the property, to retain all rentals, and to demand from LESSEE all sums owing and unpaid.

17. All notices to be given under this lease shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, to the party to be notified at the address set forth below.

18. LESSEE shall obtain all necessary permits and approvals

from appropriate governmental agencies prior to occupancy and/or prior to any alterations, improvements or additions.

19. In addition to and as part of said rental, LESSEE agrees to pay to LESSOR an amount equal to any applicable taxes, including real property or possessory use taxes, which may be imposed on LESSOR due to the use of the leased premises under the terms of this lease and agreement. It shall not be the responsibility of LESSOR to determine whether or not such taxes are required or due.

20. LESSEE may terminate this lease upon ninety (90) days written notice to the LESSOR.

21. No default or breach of covenant or condition of this lease on the part of LESSEE or LESSOR shall exist unless and until LESSEE shall have served on LESSOR, or LESSOR shall have served on LESSEE, a written notice specifying with particulars the alleged default or breach which is claimed to exist, and LESSEE or LESSOR shall fail or omit to commence performance or observance thereof within ten (10) days after the receipt of written notice.

22. LESSEE keeping and performing the covenants and agreements herein contained, shall at all times during the term hereof, publicly and quietly have, hold and enjoy the aforesaid premises.

23. This lease shall be binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within lease the day and year first mentioned above.

ATTEST

STINSON BEACH COMMUNITY CENTER, INC.
P.O. Box 158
Stinson Beach, CA 94970

_____
Secretary

BY: _____
Lessor

ATTEST

STINSON BEACH FIRE PROTECTION DISTRICT
P.O. Box 127
Stinson Beach, CA 94970

_____
Secretary

BY: _____
Lessee

LEASE AGREEMENT

THIS LEASE made and entered into this 1st day of January, 1994, by and between the STINSON BEACH COMMUNITY CENTER, INC., hereinafter referred to as LESSOR, andthe STINSON BEACH COMMUNITY PRESBYTERIAN CHURCH, hereinafter referred to as LESSEE.

PARTIES TO LEASE

In consideration of the mutual covenants and agreements herein contained, the LESSOR does hereby lease unto the LESSEE and the LESSEE does hereby rent from the LESSOR the following described property:

> STINSON BEACH COMMUNITY CHURCH, 32 Belvedere Avenue Stinson Beach, CA (being a portion of Assessor's Parcel 195-212-01),
>
> together with all furniture,equipment and fixtures currently existing on the above-described property.

TERM OF LEASE

The term of this lease is for a period of five years, commencing on the 1st day of January, 1994 and ending on the 31st day of December, 1998.

RIGHTS AND RESPONSIBILITIES OF PARTIES

1. The rental shall be $1.00 (one dollar) per year. Said rental payment shall be due and payable on the first day of February of each year of the term of the lease, commencing February 1, 1994.

2. LESSEE shall contribute a reasonable amount toward the cost of metered utilities and services, said amount to be determined annually by LESSOR and LESSEE.

3. LESSEE shall use the leased premises during the term thereof exclusively for purposes of a church and related support activities. LESSEE shall have full right of occupancy and enjoyment to said real property and personal property located thereon during the term of this lease; except that the LESSOR shall have the right to enter on said premises at reasonable times for the purpose of carrying out its obligations under this lease.

4. LESSEE shall be responsible for, and bear the full cost of all interior custodial services and maintenance work, including but not limited to interior painting, interior plumbing and electrical service. Responsibilities of Lessee in this clause shall not include the church basement. LESSEE accepts the interior plumbing and electrical service in an "as is" condition.

5. LESSOR shall maintain the roof surfaces of said building, the exterior and load-bearing walls (not including painting and replacement or maintenance of windows and doors), foundation and exterior water and sewer laterals and major plumbing and electrical systems, and the pavement in front of the leased premises.

6. LESSEE shall have the right to make any alterations, improvements or additions to the leased premises as in its sole discretion it shall determine, provided, however, that any alterations, improvements or additions to the premises shall be subject to prior approval by LESSOR, which approval shall not be unreasonably withheld.

7. LESSEE shall not commit waste on the premises leased herein, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use such premises for an unlawful purpose. LESSEE shall conform to all applicable laws and ordinances respecting the use and occupancy of the property.

8. LESSEE agrees to indemnify, defend and hold harmless the LESSOR, its officers, agents, deputies and employees from any loss, damage, cause of action, claims or suits for damages caused by, or arising out of, or in any way connected with the use of said leased premises by LESSEE. LESSEE agrees to maintain a liability insurance policy covering its uses of the premises in an amount not less than $1,000,000.00 per occurrence.

9. LESSOR agrees to maintain general liability insurance in an amount not less than $1,000,000.00 per occurrence. In addition lessor shall maintain a blanket all-perils policy and a separate flood insurance policy,both policies covering the leased premises and contents in an amount not less than $110,000, and to name LESSEE as an additional named insured in such insurance policies.

10. LESSEE shall claim an exemption from property taxes payable to the County of Marin as a religious institutional lessee and shall complete on a timely basis all documents required by law.

11. LESSEE shall not sell, assign or sub-lease the premises or this lease or any part thereof, or any interest therein, in whole or in part, without first obtaining the LESSOR's written consent. No transfer of any interest in said lease shall be made which is in any way inconsistent with LESSEE's status as a tax exempt religious institution. Any such transfer without the written consent of LESSOR shall be deemed a default by LESSEE, entitling the LESSOR to terminate the lease agreement forthwith.

12. LESSEE, keeping and performing the covenants and agreements herein contained, shall at all times during the term hereof, publicly and quietly have, hold and enjoy the aforesaid premises.

13. This lease shall be binding on the parties hereto, their

heirs, successors and assigns.

PROVISIONS RELATING TO TERMINATION OF LEASE

1. LESSEE may terminate this lease upon one hundred eighty (180) days' written notice to LESSOR.

2. In the event LESSEE defaults in the payment of any amount due under the terms of this lease or defaults in the performance of any of the terms and conditions hereof, all the LESSEE's rights hereunder are terminated and LESSOR shall become entitled to possession of the property, to retain all rentals, and to demand from LESSEE all sums owing and unpaid.

3. LESSEE shall return the buildings, equipment and grounds to the LESSOR at the termination of this lease agreement in the same condition as when accepted, normal wear and tear excepted.

4. Upon termination of the lease agreement, disposition of all improvements, additions, applicances, fixtures and all other property of whatsoever nature added to or placed upon the leased premises by LESSEE shall be negotiated between LESSOR and LESSEE.

MISCELLANEOUS PROVISIONS

1. No default or breach of covenant or condition of this lease on the part of LESSEE or LESSOR shall exist unless and until LESSEE shall have served on LESSOR or LESSOR shall have served on LESSE a written notice specifying with particulars the alleged default or breach which is claimed to exist, and LESSOR or LESSEE shall fail or omit to commence performance or observance thereof within thirty (30) days after the receipt of written notice.

2. All notices to be given under this lease shall be deemed to have been duly given when mailed by registered or certified mail, postage premaid, to the party to be notified at the address set forth below.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within lease the day and year first mentioned above.

ATTEST

Virginia B. Otis

Secretary

STINSON BEACH COMMUNITY CENTER, INC.
P. O. Box 158
Stinson Beach, CA 94970

BY: Suzanne K. Riordan, President

Lessor

ATTEST

STINSON BEACH COMMUNITY PRESBYTERIAN CHURCH
P. O. Box 125
Stinson Beach, CA 94970

Secretary/Clerk

Robert K. Engel
Clerk of Session

Lessee

Stinson Beach Community Center, Inc.
Post Office Box 158 • Stinson Beach, CA 94970

RENTAL AGREEMENT

This Agreement is made between The Stinson Beach Community Center (SBCC) and Willow Camp Catering (Lessee).

TERM: September 1, 1993 through September 1, 1994 (12 months) with a quarterly review.

RATE:

Rental for kitchen usage:	$ 450	per month
Rental for storage :	$ 108	per month
Total	$ 558	per month

Rent is due and payable on or before the 7th of each month and must be accompanied by the completed In/Out Sheet for the month.

CLEANING: Lessee is responsible to leave premises clean after each use and at all times.

UTILITIES: Propane gas, electricity and water are included. Use of SBCC Telephone and answering machine is not included. Lessee is encouraged to provide own telephone when on premises.

FACILITIES:

1. Use of the kitchen portion of the Community Center for a maximum of approximately 25 hours in any one week. Hours to be flexible but generally apportioned between 8:00 to 11:00 a.m and 4:00 to 7:00 p.m. Excess hours are to be paid at a cost of $6.50 per hour.

2. STORAGE

See Addendum Page 3

3. Specific hours of the day for use of the facilities is at the discretion of Willow Camp with the understanding that the SBCC calendared events will always take precedence. It is REQUIRED that any Willow Camp entry and exit be noted on a calendar posted in the kitchen. If any Board member reports that Willow Camp is using the kitchen without signing in on the posted calendar, the fine will be $ 50.00.

4. Any employees of Willow Camp Catering must be covered by Workmans' Compensation insurance if working in the SBCC kitchen or on the SBCC premises.

EXCLUSIONS:

1. Rental Agreement does not extend to the Main Hall of the building or the small meeting room of the building.

2. In the event that the community at large requires the use of the premises due to natural disaster or other emergency, this agreement is suspended and no rent is owed.

SPECIAL UNDERSTANDINGS:

1. Lessee will make the entire rental area available upon reasonable notice by Member groups of the SBCC as well as tenants of the SBCC. Whenever possible, this notice will be in advance and in writing. Currently notice is by SBCC Calendar posted at the Center.

2. Designated representatives from the SBCC Board of Directors will serve as liaison between Lessee and Member Organizations and or tenants. Any complaints, comments or concerns should be directed to Terry Donohue or Mildred Sadler.

3. Equipment and supplies that belong to Lessee and left on premises is at the Lessee's own risk and with Lessee's understanding that equipment may be used by any persons using the kitchen.

4. Lessee will be responsible for arranging pick up of two garbage cans per week. Lessee will deposit cardboard refuse in container provided. Lessee will pay 1/2 of cost of cardboard disposal container. (Current cost is $25 total per month.)

5. In recognition of the favorable and mutually beneficial relationship between Willow Camp and the SBCC, Willow Camp may be asked to volunteer their expertise and labor for a future fundraising event.

TERMINATION OF RENTAL AGREEMENT: Termination of this Agreement can be made with 60 days written notice on the part of either Lessee or the SBCC.

Wendy DiPaulo — 10/2/93
Wendy DiPaulo, Lessee — Date

Katie Pierce — 10/21/93
Katie Pierce, Lessee — Date

Terry Donohue — 10/22/93
Terry Donohue, President, SBCC — Date

ADDENDUM - STORAGE SPACE

Per 9/1/93 Lease WC storage space is appx. 224 Cubic Feet @ $108 per month described as follows:

Exclusive use of the left portion of the refrigerator with the SBCC reserved right to use one half of that portion upon reasonable notice. (Appx. 16 cubic feet - 2x4x2). It is also understood that Willow Camp may use the right side of the refrigerator for occasional, emergency, overnight use if Board representatives are notified and a note is posted on the refrigerator indicating when space will be cleared.

The entire right side of the cabinet over the dishwasher. (Appx. 6 cubic feet - 3x2x1).

The entire right side of the cabinet below the telephone. (Appx. 10 cubic feet - 2x2.5x2).

The accessible portion of cabinet left of dishwasher. (SBCC stores some items in inaccessible portion of cabinet). (Appx. 26 cubic feet - 6.5x2x2).

The entire South (kitchen side) wall of the storage room adjacent to the kitchen within red taped demarkation line. (Appx.128 cubic feet - 8x2x8).
NOTE: The red demarkation line is to be moved to limit storage to the shelving unit only. Floor space is not available.

Shelving immediately to the right of the entry door. (Appx. 8 cubic feet - 4x2x1)

Portable freezer space located in storage room and space above to allow unit opening. (Appx. 30 cubic feet - 3x5x2).

NOTE: Counter tops, tables, storage room refrigerator and floors are not to be used for WC storage. Emergency and occasional use of unleased storage areas is understandable but a system of fines will have to be imposed if abuse is reported in the course of the Lease.

UTILITIES ASSESSMEN T FOR WILLOW CAMP LEASE

P.G.&E. for 1992: $4,713

1 9 9 3

TOTAL UTILITIES COST FOR 1993: $7,943

MONTHLY UTILITIES COST - 1993

	WLO CMP HRS		PGE BILL	DECARLI
DEC '92			1/7 447	
JAN '93			2/10 472	
FEB '93			3/13 389	
MAR '93			4/3 409	
APR		?	5/25 444	
MAY		?	6/23 308	5/25 497
JUNE			7/9 375	
JULY			8/3 290	
AUG			9/5 284	
SEPT			10/2 295	9/5 511
OCT			11/3 634	
NOV			11/23 529	11/3 509
DEC '93	757		12/27 386	12/15 338

1 9 9 4

MONTHLY UTILITIES COST - 1994

	Total Utilities	WLO CMP HRS	PGE BILLS	DECARLI
JAN	730		1/27 504	1/11 106
FEB			2/25 423	
MAR			3/25 458	3/20 185
APR			4/30 328	
MAY			5/26 328	
JUNE			6/29 339	6/8 391
JULY	459		7/31 326	
AUG			8/26 262	
SEPT	1,057		9/30 390	9/1 253
			(annual tank rental)	9/1 140
OCT				
NOV				
DEC				

OTHER MAJOR EVENTS: Rummage sale April, Oct; Fireman's Ball, Nov.; July 4th

M E M O R A N D U M

TO: Doug
FROM: Ginny
DATE: June 26, 1995
RE: Willow Camp

cc. Suzanne
Wendy (Note: If anything I've said seems wrong, please give me or Suzanne a call)

I met with Wendy on Thursday, June 22nd to do a final walk through of the kitchen and leased premises.

STORAGE ROOM
The storage shelves are completely clear. Wendy said that she may want to remove the shelves. I sent her a note later in the day asking her not to remove them until you and/or Suzanne confirm. Please check the original WC lease to see if the SBCC reserved any rights to the shelves.

Wendy was cleaning the SBCC refrigerator as we talked and she seemed to have removed all Willow Camp things. The barbecue and propane canisters were still stored outside the kitchen.

KITCHEN
The refrigerator is clean and cleared of WC items. Other appliances (stove, bun warmer and broiler) are in pretty filthy condition. Wendy stated that none of these items were made dirty by Willow Camp but that she would pay someone to clean the stove in the next few days. She was clearing the phone drawer as we talked and said that the cabinets had been cleared of WC belongings. There are a number of baking trays missing which Wendy stated other caterers must have taken. She said that the grease caked on the remaining trays was the result of normal use or perhaps greasy cooking by other caterers and the Lions Club ribs dinner.

CHAIR ROOM
WC still had tables stored there and Wendy was clearing other items as we talked. She said that you and she agreed to continue to store any items that the SBCC will rent out.

KEYS
Wendy mentioned that she had paid $20 deposits on three keys. If she is to continue to have access to the chair room items, I assume she will keep at least one key. Any returned main hall keys are due refunds assuming Mary's books confirm the deposits. (Note: Wendy also needs to return storage room and refrigerator keys.)

Once WC has cleaned the stove, I believe the SBCC needs to do a major cleaning as well as minor repairs. We should decide whether to replace baking trays and take a complete inventory of the kitchen. We should consider installing locks on the rest of the cabinets.